Doc. #35523
ADOPTED 8/19/92

LICENSE AGREEMENT

BY AND BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

HORIZONS FOR YOUTH

This Agreement entered into this 18th day of September, 1992 by and between the Boston Redevelopment Authority, a public body politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address of One City Hall Square, Boston, Massachusetts, 02201, (hereinafter referred to as "Licensor") and Horizons for Youth, a non-profit organization created pursuant to Chapter 180 of the Massachusetts General Laws, as amended, with a mailing address at 121 Lakeview Street, Sharon, Massachusetts 02067, (herein after referred to as "Licensee").

WHEREAS, the Boston Redevelopment Authority sponsors a celebration of Boston' historic waterfront know as the "Annual Harborpark Day"; and

WHEREAS, Horizons for Youth sponsors a chowder tasting contest know as the "Chowdafest" and has requested that the Annual Chowdafest be held in conjunction with the Eighth Annual Harborpark Day on September 20, 1992 at the Charlestown Navy Yard.

WHEREAS, on August 19, 1992 the Boston Redevelopment Authority authorized the execution of a one-day License Agreement with the Horizons for Youth permitting the use and occupancy of Pier 5 in the Charlestown Navy Yard for the purposes of sponsoring the Annual Chowafest in conjunction with the Eighth Annual Harborpark Day.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purpose of conducting the activities expressly permitted unger this Agreement as follows:

1. The License Area shall be limited to Pier 5, at the Charlestown Navy Yard, as defined in Exhibit "A" attached hereto and incorporated herein by referrence and shall be used exclusively for the Licensee's Annual Chowdafest sheduled for Harborpark Day, September 20, 1992 from 12:00 noon to 6:00 p.m.

2. The term of this Agreement shall commence at 6:00 a.m. September 19, 1992 and shall terminate at 6:00 p.m September 21, 1992. Licensor acknowledges that the event will generaly take place on Harborpark Day, september 20, 1992. However, Licensor also acknowledges that the activities permitted herein require significant time for set-up and break-down.

3) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

4) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury(including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

5) The Licensee shall be required to carry for the term of this Agreement Comprehensive Public Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than One Million ($1,000,000) Dollars for injury or death to more than one (1) person, and Two Million ($2,000,000) Dollars for injury or death to more than one (1) person in a single accident, and not less than Five Hundred Thousand ($500,000) Dollars for property damage. Licensee shall also carry for the term of this Agreement Liquor Liability Insurance with limits of Five Hundred Thousand (500,000) Dollars. The Licensor shall be named as an Additional Insured on all policies purchased pursuant to this Paragraph 5.

6) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

7) The Licensee agrees to assume all maintenance expenses including water, trash removal and electricity charges pertaining to the License Area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area.

8) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

9) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

10) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

11) The Licensee shall, if the activities permitted herein requires special permitting, obtain the necessary permits from the appropriate agencies prior to occupancy of the License Area.

12) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

13) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

14) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.

15) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

16) This Agreement may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

17) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this Agreement without the prior written approval of the Licensor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

_____ By:_____
Theodore Chandler, Acting Director

HORIZONS FOR YOUTH

_____ By:_____
Clive W. Beasley, Executive Director

APPROVED AS TO FORM:

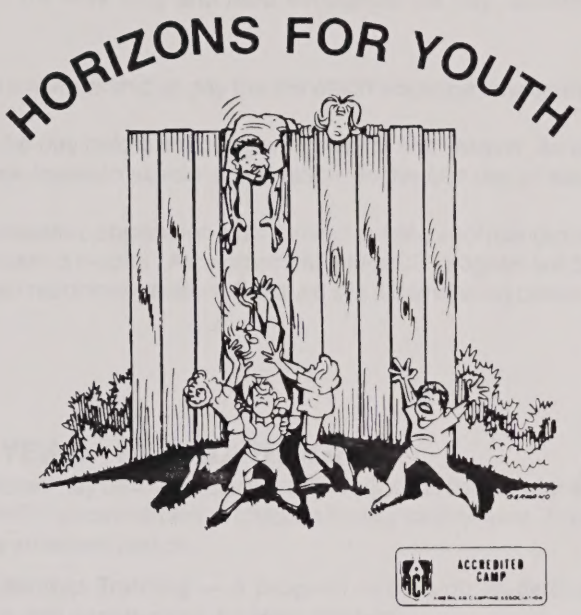
_____
Robert F. McNeil
Chief General Counsel

SUMMER CAMP

HORIZONS FOR YOUTH
121 Lakeview Street, Sharon, MA 02067 • Phone (617) 828-7550

HORIZONS FOR YOUTH

HFY is a private, charitable organization established in 1938 to provide children with a positive and supportive residential summer camp experience. Beautifully situated on 300 acres of woodlands, wetlands, fields, meadows and sandy beach along Lake Massapoag in Sharon, Massachusetts, HFY has grown to become a year-round education center serving children from over 100 Massachusetts communities.



PHILOSOPHY

HFY is committed to providing a safe, caring, community environment. At HFY, each child can grow and build self-esteem through exciting "adventure" recreation, develop confidence through positive relationships with staff and peers and open new horizons through participation in high-interest environmental, creative, athletic or challenge activities.

HFY views the summer program as one important component in its ongoing work with children. Because strengthening a relationship and helping children grow should not be limited to a short time in the summer, we have a strong commitment to bring children back to HFY during the school year for a variety of innovative programs.

CHILDREN SERVED BY HFY

For more than 53 years, HFY has provided safe, exciting summer camping experiences for children throughout the state of Massachusetts, who might otherwise not have the chance to spend time in the outdoors and who may not have many opportunities for supervised activity and learning in the summer.

An excellent staff to child ratio, specialized training and highly qualified staff allows HFY to create a supportive community to meet the unique needs of its children. Because of our sensitivity to individual children, teachers, counselors, and community agencies often refer children to Horizons For Youth.

AGES AND OTHER REQUIREMENTS OF CAMPERS

New Campers need to be between the ages of 7-12 as of January 1.

Returning campers to the regular camp program must be between the ages of 8-14 as of January 1.

Campers participating in the Adventure Camp Program must be between the ages of 12 and 15 as of January 1, and must have previously been campers at HFY.

CITs must be between the ages of 14-17 as of January 1, and must have previously been campers at HFY.

STAFF

Sensitive, caring and creative counselors are hired by HFY because of all that they can offer children. Some staff are expert in sports, swimming, arts and crafts, drama or nature studies. Others have great experience teaching or counseling children. Many of HFY's counselors are exchange counselors from Europe and add an important dimension to the summer's program. A very high staff to camper ratio, with one staff person for every five children, and with three counselors in most cabins, helps children have a safe, supportive and fun-filled summer.

All staff receive almost two weeks of professional training to prepare them for the great responsibility of caring for summer campers.

THE CIT (COUNSELOR-IN-TRAINING) PROGRAM

The CIT program allows older campers the opportunity to live and work with younger campers. The CIT Director will supervise the CITs and work with them toward becoming more effective leaders at camp. The CITs work long and hard throughout the day, assisting counselors, teaching children and planning activities.

There are two levels of CITs:

Junior CITs attend just one session (either Session 2 or 3) and either receive a campership or pay the fee which would be assessed if they were a regular camper.

Senior CITs are invited to spend all three sessions at camp. They will arrive the day before the campers arrive for first session. As we have no specific program for CITs between sessions, they need to return home between sessions and return on the first day of each remaining session . Senior CITs receive a small stipend at the end of camp.

Candidates for Counselor-in-Training positions need to be former campers. A separate application must be filled out and each candidate is interviewed by phone. Experience working as a babysitter or teacher ' s assistant is helpful . Acceptance to either CIT program will be based on the applicant's maturity, experience, past evaluations at camp and staff recommendations. Because it is a demanding position with limited openings, we accept very few older campers into this position.

THE YEAR - ROUND PROGRAM

Children may be invited back to HFY during the school year as part of HFY 's commitment to children throughout the year. They may be an active part of:

Leadership Training — a program to develop leadership qualities and opportunities for older children.

Adventure Weekends — a camp-out program for older campers.

Special Week-end and School Holiday Activities — programs to provide campers with the opportunity to work on special projects during the school year.

EXPECTATIONS OF CHILDREN

We expect that all children coming to HFY want to come to camp, are willing to participate in camp activities, and will agree to follow the basic rules of camp.

THE ADVENTURE PROGRAM

This is a camp-out experience designed for some of our older campers. Campers alternate between activities at a base camp on HFY's property and a more wilderness adventure-based program at carefully selected sites. The past itinerary has included camp-outs on the Boston Harbor Islands and at the Quabbin Reservoir; canoeing; a 24 hour hiking experience; a 24 hour solo experience and a five day backpacking trip on the Appalachian Trail. Children live in tents and are responsible for helping out with meals, packing food and equipment and planning some of the details of the trip. They are encouraged to be resourceful and to become more independent. Some important criteria for selection into this program include a good attitude under a variety of conditions, a willingness to work together as part of the group and a willingness to try new, and sometimes, difficult things. This program is recommended as the step before becoming a CIT. Many of the experiences and skills learned during the Adventure Program will better qualify a camper to become a counselor-in-training.

Enrollment in this program is limited and is offered only to children who participated in camp last summer. Acceptance will be based on a personal interview and on the recommendations of last year's staff.

MEMORANDUM **AUGUST 19, 1992**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR
ED O'DONNELL, DEPUTY DIRECTOR FOR MANAGEMENT & OPERATIONS
JOHN O'BRIEN, PROJECT MANAGER

SUBJECT: CHARLESTOWN NAVY YARD: TEMPORARY LICENSE WITH HORIZONS FOR YOUTH CHOWDAFEST IN CONJUNCTION WITH THE EIGHTH ANNUAL HARBORPARK DAY EVENT.

SUMMARY: MEMORANDUM REQUESTS AUTHORIZATION TO EXECUTE A ONE-DAY LICENSE AGREEMENT WITH HORIZONS FOR YOUTH, PERMITTING THE NON-PROFIT ORGANIZATION TO USE PIER 5 AT THE CHARLESTOWN NAVY YARD FOR THE PURPOSES OF SPONSORING THE ANNUAL CHOWDAFEST IN CONJUNCTION WITH THE EIGHTH ANNUAL HARBORPARK DAY.

The Eighth Annual Harborpark Day is tentatively scheduled for Sunday, September 20, 1992 at the Charlestown Navy Yard. Horizons for Youth, a non-profit organization which provides camping and counselling programs to disadvantaged youths, has approached the Authority to once again hold its annual Chowdafest in conjunction with Harborpark Day 1992. Last year Chowdafest in conjunction with Harborpark Day attracted over 18,000 visitors to the Navy Yard.

Horizons for Youth has generously agreed to donate $5,000 to help defray the costs associated with Harborpark Day 1992. This commitment will be used to provide numerous children's activities, teen challenges, outreach programs and educational displays.

The Horizons for Youth Annual Chowdafest requires a secured area, where for an admission fee of $6.00 for adults and $3.00 for senior citizens and children, some fifteen to twenty restaurants provide unlimited chowder tasting, continuous entertainment and refreshments. During the day-long event visitors cast votes for the best tasting chowda. Following the event the votes are collect and tallied and the restaurant recieving the most votes is selected as the winner of "Boston's Best Chowda Award".

Horizons for Youth has managed this event successfully for the past ten years (five at the Charlestown Navy Yard) with the assistance of the State Organization of the Knights of Columbus.

Horizons for Youth will be required to carry Comprehensive General Liability Insurance with limits of Two Million (2,000,000) Dollars. The Authority shall be named as an Additional Insured on all policies purchased in association with the activities permitted under the Agreement.

The Boston Herald, Phoenix Newspaper, and local radio stations will donate advertising for the Chowdafest event. Horizons for Youth has agreed to promote Chowdafest in promotional materials, advertisements and announcements, as being in conjunction with Harborpark Day 1992.

It is anticipated that no operating funds will be expended by the Authority in connection with Harborpark Day or the Chowdafest event. Furthermore, Horizons for youth shall be responsible for providing temporary restrooms, adequate police details and all trash removal.

Therefore, it is recommended that the Authority enter into a one-day License Agreement with Horizons for Youth permitting the use and occupancy of Pier 5 in the Charlestown Navy Yard for the purposes of sponsoring the annual Chowdafest in conjunction with the Eighth Annual Harborpark Day 1992.

AN APPROPRIATE VOTE FOLLOWS:

VOTED: That the Director be and hereby is authorized to execute and deliver a one-day License Agreement with Horizons for Youth, permitting the use and occupancy of Pier 5 at the Charlestown Navy Yard, to hold its Annual Chowdafest, on Sunday, September 20, 1992 from 12:00 p.m. to 6:00 p.m. Said Agreement shall be in the Authority's usual form and shall require the Licensee to carry for the term of the Agreement Comprehensive General Liability Insurance with limits of Two Million (2,000,000) Dollars and Liquor Liability Insurance with limits of Five Hundred Thousand (500,000) Dollars. The Authority shall be named as an Additional Insured on all policies purchased in association with the activities permitted under the Agreement.

EXHIBIT 'A

PIER 5

LICENSE AREA

HORIZONS FOR YOUTH

COPY

June 26, 1992

Mr. Theodore S. Chandler
Acting Director
Boston Redevelopment Authority
1 City Hall Plaza
Boston, MA 02210

Dear Mr. Chandler:

We would be very interested in developing a license agreement with your authority to hold this year's "Chowdafest" on pier 5 at the Charlestown Naval Yard. Our date and time of choice would be Sunday, September 20 from 12:00 p.m. to 6:00 p.m.

This event has always been held in conjunction with the BRA'S Harborpark Day. Although Chowdafest is a stand-alone event and will draw upwards of 12,000 people to the area, if you decide to mount Harborpark Day we would assist you as a sponsor with a $5,000 underwriting commitment.

I would suggest you assign John O'Brien and Dennis Callahan to work with my staff on Chowdafest. They have worked with us before and would do a good job on the Harborpark Day if you decide to go with it.

In order for us to have a successful event, I must request that the license agreement (based on last year's) be developed as soon as possible. We are already beyond the deadline for advanced calendar listings and our publicity plan must be effected immediately. I understand that you are very occupied by the tallships event and would again suggest you assign Dennis and Jack to expedite the Chowdafest, given your general agreement.

Sincerely,

Clive W. Beasley MPA, CFRE
Executive Director

cc: Paul Barrett
Dennis Callahan
John O'Brien

121 Lakeview Street, Sharon, Mass. 02067 • Tel. (617) 828-7550 • FAX (617) 784-1287